



# COUNTY OF MOHAVE

## NOTICE OF REQUEST FOR PROPOSALS

### RFP No. 24P01

### Opioid Settlement Grants for FY24

INTERESTED OFFERORS MAY DOWNLOAD A COPY OF THIS SOLICITATION FROM THE MOHAVE COUNTY PROCUREMENT WEB SITE AT: <http://procurementbids.mohave.gov>

INTERNET ACCESS IS AVAILABLE AT ALL PUBLIC LIBRARIES. INTERESTED OFFERORS MAY ALSO OBTAIN A COPY OF THIS SOLICITATION BY CALLING (928) 753-0752.

Competitive proposals for the specified material or service shall be received by the Procurement Department, 700 W. Beale Street, 1<sup>st</sup> Floor East, Kingman, Arizona 86401, until the time and date cited. Proposals received by the correct time and date shall be publicly recorded. The Mohave County Procurement Department takes no responsibility for informing recipients of changes to the original solicitation document. Failure to submit amendments with the solicitation response may be grounds for deeming submittal non-responsive.

Proposals must be in the actual possession of the Procurement Department at the location indicated, on or prior to the exact time and date indicated above. Late proposals shall not be considered. The prevailing clock shall be the Mohave County Procurement Department clock. **Proposals must be submitted by electronic mail.**

Written questions regarding this RFP must be received by the Procurement Department no later than **July 25, 2023**. Questions must be addressed to the Procurement Officer listed below.

**PROPOSAL DUE DATE:**  
**EMAIL PROPOSALS TO:**

**August 8, 2023 @ 2:00 PM, AZ TIME**  
[MichaM@mohave.gov](mailto:MichaM@mohave.gov)

**PRE-PROPOSAL WEB CONFERENCE DATE:**  
**TIME:**

**JULY 21, 2023**  
**10:00 AM, LOCAL AZ TIME**  
**Microsoft Teams Meeting:**  
[Click here to join the meeting](#)  
Meeting ID: 256 527 020 325  
Passcode: MwpkVu  
[Download Teams](#) | [Join on the web](#)  
**Or call in (audio only)**  
[+1 623-473-7231,394986000#](tel:+16234737231394986000)  
Phone Conference ID: 394 986 000#

**QUESTIONS SHALL BE DIRECTED TO:**

**MORGAN MICHAELS, CPPB**  
**PROCUREMENT SUPERVISOR**  
**(928) 753-0752, OPT 1**  
[MichaM@mohave.gov](mailto:MichaM@mohave.gov)

July 7 & 14, 2024  
Publish Date(s)

ISSUE DATE: July 7, 2024

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## **OVERVIEW AND BACKGROUND**

### **1. Overview**

The Mohave County Department of Public Health's mission is to promote, protect, and improve the health of our communities.

Mohave County is making \$700,000 available of its Opioids Settlement Funds to offer grants to government agencies, school district, incorporated public entity (including any combination of the forgoing), private and/or non-profit organization designated as 501 (c)(3) or 501 (c)(4) by the IRS. Funds are to be used for the expansion of existing services that directly impact those harmed by opioids in Mohave County. All proposed projects must take place within Mohave County or have direct impact to Mohave County residents to be considered. The maximum amount of the request cannot exceed \$200,000.00 to include salaries, benefits, travel, and training. In addition, any in-kind contributions, if any, should be accounted for in the budget, as well as any funding from other Opioids Settlement sources.

Funding will be awarded to those Proposers that score highest, based on the criteria set forth in this Request for Proposal. This is the first year of funding and the County's intent is to make future funding available each fiscal year. Funds cannot be used to supplant current funding that an organization has already received.

Upon full execution of contract materials, 100% of funds will be distributed to the Proposers. The successful Proposers will be required to submit copies of paid invoices, timesheets, and appropriate documentation as part of the quarterly reporting.

### **2. Background**

In August 2021, the State of Arizona and all its 90 cities and towns and 15 counties signed on to a framework called the One Arizona Distribution of Opioid Settlement Funds Agreement ("One Arizona Agreement") to distribute funds across Arizona from national opioid settlements. On February 25, 2022, manufacturer Johnson & Johnson and the "big three" distributors McKesson, AmerisourceBergen, and Cardinal Health finalized a \$26 billion opioid settlement agreement to resolve their liabilities in over 3,000 opioid crisis-related suits nationwide.

The proposed settlements require that Johnson and Johnson and the distributors pay \$26 billion over 18 years, with approximately \$22.7 billion available to state and local governments (counties, cities, and towns) to address the opioid epidemic.

As part of the \$26 billion national settlement agreement, Arizona and its political subdivisions will receive \$542 million over 18 years. Mohave County's Local Government share in the settlement is estimated to be \$80 million over 18 years. Additional settlement funds will be available as litigations are resolved. Mohave County Department of Public Health (MCDPH) will serve as the lead agency for County funds.

The allotment of opioid settlement funds allows local public health departments, including MCDPH, an opportunity to invest the financial resources available in evidence-based strategies and promising practices to end the opioid crisis and mitigate future harms, especially among communities disproportionately affected.

MCDPH expects to select awardees that have experience delivering successful SUD/ODU prevention and response intervention activities and/or who have experience working with the identified target population(s). Projects that can leverage county opioid settlement funding to create sustainable change and can impact a significant number of individuals, with a particular focus on reducing health disparities and reaching underserved populations, are strongly encouraged.

### 3. Purpose

Proposers applying for any of the twelve (12) grant funding categories outlined below must provide services that align with qualifying criteria and related strategies (See Exhibit 1 for examples of aligned strategies in the One Arizona Agreement). Activities put forth for funding consideration should be evidence-based, evidence-informed, or promising programs or strategies and pertain to persons who have – or are at risk of developing –SUD/ODU and any co-occurring Substance Use Disorder or Mental Health (SUD/MH) conditions, co-usage, and/or co-addiction. Organizations may choose to apply for one or more funding categories and/or address multiple strategies/activities within their funding proposal but can only submit one application.

Spending is restricted to approved purposes only. See Exhibit 1 for full descriptions of each category.

- A. Treat Opioid Use Disorder (OUD)
- B. Support People in Treatment and Recovery
- C. Connect People Who Need Help to the Help They Need (Connections to Care)
- D. Address the Needs of Criminal-Justice-Involved Persons
- E. Address the Needs of Pregnant or Parenting Women and Their Families, Including Babies with Neonatal Abstinence Syndrome
- F. Prevent Over-Prescribing and Ensure Appropriate Prescribing and Dispensing of Opioids
- G. Prevent Misuse of Opioids
- H. Prevent Overdose Deaths and Other Harms
- I. First Responders
- J. Leadership, Planning and Coordination
- K. Training
- L. Research

## **INSTRUCTIONS TO OFFERORS**

### **1. PRE-PROPOSAL WEB CONFERENCE:**

The date and time of a prospective pre-proposal web conference are indicated on the cover page of this document. The purpose of this conference will be to clarify the contents of this Request for Proposals to prevent any misunderstanding of the County's position. Any doubt as to the requirements of this Request for Proposals or any apparent omission or discrepancy should be presented to the County at this conference. The County will then determine the appropriate action necessary, if any, and issue a written amendment to the Request for Proposals. Oral statements or instructions will not constitute an amendment to this Request for Proposals. ***"Persons with a disability or that are unable to physically attend may request a reasonable accommodation by contacting the responsible Procurement Officer at (928) 753-0752. Requests for accommodations must be made forty-eight (48) hours in advance of the event."***

### **2. PROPOSAL FORMAT:**

Respondents shall submit their proposals electronically to [MichaM@mohave.gov](mailto:MichaM@mohave.gov).

**Provide a single PDF document containing all elements of their entire response in addition to each file in their native format (Word, Excel, etc.). The PDF version shall be used by the chosen evaluators.**

The materials in the proposal should be related to the RFP. Failure to include the requested information may have a negative impact on the evaluation of the offeror's proposal.

### **3. PREPARATION OF PROPOSAL:**

- 3.1. All proposals shall be on the forms provided in this Request for Proposal package. It is permissible to copy these forms as required. Facsimiles, telegraphic proposals, and mailed proposals shall not be considered.
- 3.2. The Offer and Acceptance page shall be signed in original ink signature by a person authorized to sign the proposal.
- 3.3. Erasures, interlineations, or other modifications in the proposal shall be initialed in original ink by the authorized person signing the vendor offer.
- 3.4. Periods of time, stated in number of days, shall be in calendar days.
- 3.5. It is the responsibility of all offerors to examine the entire Request for Proposal package and seek clarification of any requirement that may not be clear and check all responses for accuracy before submitting a proposal. Negligence in preparing a proposal confers no right of withdrawal after due time and date.

### **4. CONFLICT OF INTEREST:**

For purposes of determining any possible conflict of interest, all Offerors **must disclose** if any current Mohave County employee is also an owner, corporate officer, or employee of your business or organization. Offerors are to indicate on the Offer Page of this solicitation either "Yes" (County employee

is associated with your business), or "No." If "Yes", Offerors must provide the name(s) of the County employee(s) and the position(s) County employee(s) hold within your business where indicated.

**5. OFFER AND ACCEPTANCE PERIOD:**

In order to allow for an adequate evaluation, the County requires an offer in response to this solicitation to be valid and irrevocable for ninety (90) days after the opening time and date.

**6. INQUIRIES:**

Any question related to a Request for Proposal shall be directed to the Procurement Officer whose name appears on the front side of this document. The Offeror shall not contact or ask questions of the department for whom the requirement is being procured. Questions should be submitted in writing when time permits. The Procurement Officer may require any and all questions to be submitted in writing at the Procurement Officer's sole discretion. Any correspondence related to a solicitation should refer to the appropriate Request for Proposal number, page, and paragraph number. Oral interpretations or clarifications will be without legal effect. Only questions answered by a formal written Amendment will be binding.

**7. REQUEST FOR ADDITIONAL INFORMATION:**

The County reserves the right to request additional information from Offerors for the purpose of explaining the contents of their proposal. Any such request shall be for informational purposes only and does not constitute discussions.

**8. CONTRACT NEGOTIATIONS:**

The County reserves the right to enter into negotiations with the Offeror(s) determined to be reasonably susceptible of being selected for award, or to enter into exclusive negotiations with the Offeror whose proposal is deemed most advantageous, whichever is in the County's best interest, for the purpose of negotiation. In the event that exclusive negotiations are conducted, and an agreement is not reached, the County reserves the right to enter into negotiations with the next highest-ranked Offeror without the need to repeat the formal solicitation process.

**9. AWARD OF CONTRACT:**

**9.1.** Notwithstanding any other provision of the Request for Proposal, the County reserves the right to:

- 9.1.1. Waive any immaterial defect or informality; or
- 9.1.2. Reject any or all proposals, or portions thereof; or
- 9.1.3. Reissue the Request for Proposal.

**9.2.** A response to an RFP is an offer to contract with the County based upon the terms, conditions, and specifications contained in the County's RFP. Proposals do not become contracts unless and until they are executed by the County's Procurement Director or the Mohave County Board of Supervisors. A contract has its inception in the award, eliminating a formal signing of a separate contract. For that reason, all the terms and conditions of the Contract are contained in the RFP, unless any of the terms and conditions are modified by an Amendment, or by mutually agreed terms and conditions in the Contract.

**10. LATE PROPOSALS:**

Late proposals will not be considered. Late proposals will be rejected and returned to the Offeror regardless of reason for being late. County is not responsible for technical issues encountered in submitting proposals. County is not responsible for emailed proposals not being received for any reason.

**11. WITHDRAWAL OF PROPOSAL:**

At any time prior to the solicitation due date and time, an offeror (or designated representative) may withdraw their Offer. Facsimile or telephone withdrawals shall not be considered.

**12. SOLICITATION AMENDMENTS:**

The Offeror shall acknowledge receipt of a Solicitation Amendment by signing and returning the document by the specified due time and date. Amendments may be obtained from the County's Procurement website at: <http://procurementbids.mohave.gov>. It is the Offeror's responsibility to obtain a copy of any amendment relevant to this solicitation. Internet access is available at all public libraries. Any interested offerors without internet access may obtain a copy of this solicitation by calling (928) 753-0752, or a copy may be picked up during regular business hours at the Department of Procurement, 700 W. Beale Street, First Floor East, Kingman, Arizona 86402-7000. The County of Mohave takes no responsibility for informing recipients of changes to the original solicitation document. Failure to submit signed amendments with the proposal response may be grounds for deeming the proposal response non-responsive.

**13. CONFIDENTIAL INFORMATION:**

If a person believes that any portion of a proposal, bid, offer, specification, protest, or correspondence contains information that should be withheld, then the Procurement Director should be so advised in writing (price is not confidential and will not be withheld). The County shall review all requests for confidentiality and provide a written determination. If the confidential request is denied, such information shall be disclosed as public information, unless the person utilizes the "Protest" provision.

**14. SUBCONTRACTORS:**

Offeror must list any subcontractor/s that will be utilized in the performance of services herein. For each subcontractor, detail on respective qualifications must be included.

**15. UPON NOTICE OF INTENT TO AWARD:**

The apparent successful offeror shall sign and file with the County, within ten (10) days after Notice of Intent to Award, all documents necessary to the successful execution of the Contract.

**16. EXCEPTIONS TO CONTRACT PROVISIONS:**

A response to an RFP is an offer to contract with the County based upon the contract provisions contained in the County's RFP, including but not limited to, the specifications, scope of services and any terms and conditions. Offerors who wish to propose modifications to the contract provisions must clearly identify the proposed exception/s and any proposed substitute language and clearly describe how the County will be better served by the substitute language. However, the provisions of the RFP cannot be modified without the express written approval of the Procurement Director or his designee. If a proposal or offer is returned with modifications to the contract provisions that are not expressly

approved in writing by the Procurement Director or his designee, the contract provisions contained in the County's RFP will prevail.

**17. PROPOSAL RESULTS:**

Proposal results are not provided in response to telephone inquiries. A tabulation of proposals received is on file in the Procurement Department and available for review after official contract award.

**18. VENDOR APPLICATION:**

Prior to the award of a contract, the successful Offeror shall have a completed vendor application on file with the Department of Procurement. The Vendor Application may be downloaded from the Procurement Department website at: [procurementregistration.mohave.gov](http://procurementregistration.mohave.gov) Internet Access is available for use at all County public libraries.

**19. EVALUATION SCORING CRITERIA:**

**19.1.** Evaluation of each offer received under this RFP that is determined to be responsive to the proposal requirements, shall be based upon the following scoring criteria listed in their relative order of importance:

- 19.1.1. Overall Experience and Demonstrated Results (45 points)
- 19.1.2. Target Populations / Reducing Health Disparities (30 points)
- 19.1.3. Strategic Thinking / Planning Approach (25 points)
- 19.1.4. Total Points Available - 100 Points

**19.2.** The proposal review and evaluation process will be conducted utilizing a fair and objective process that adheres to Mohave County's Procurement Policy and all other applicable state and federal regulations.

**19.3.** The Evaluation Committee may select a proposal based on the initial information received without modification; however, the committee reserves the right to request additional data, conduct oral interviews and negotiations, and/or conduct a management review of the evaluation process prior to making a recommendation of an award to the Mohave County Board of Supervisors.

**19.4.** Offerors will also be evaluated on their demonstrated ability to provide services for the targeted population as described in this RFP.

**19.5.** Offers may be rejected if it is determined to be in the best interest of the County.

**20. AWARD PROCESS:**

**20.1.** Each Offeror will be notified in writing of the award determination. Formal notification of award and the execution of a contract are subject to approval by the Mohave County Board of Supervisors.

**21. REQUIRED CONTENT AND ORGANIZATION:**

**21.1.** The Offer shall clearly demonstrate the Offeror's ability to provide the services as described. A responsive offer must comply with the format and content requirements of the RFP.



**21.2. Overall Experience and Demonstrated Results (45 points):**

21.2.1. Responses must include information that demonstrates evidence of previous success in proposed intervention and activities and partnerships to support care coordination / integration of services. Evidence of past performance, quality and relevance of past work, references, and related items.

21.2.1.1. Provide the relevant experience in working with opioid addiction.

21.2.1.2. Provide a summary of the organization's financial management capacity.

21.2.1.3. Provide a general description of your organization's relevant activities over the past three (3) years that align with the scope of your proposal, outlining specific ways you have effectively engaged with this work in the past and what funding sources are currently being used to support this work.

21.2.1.4. Describe the specific roles and responsibilities of key positions in the day-to-day management of the program.

21.2.1.5. Provide a resume of the key personnel who will be managing the activities funded by this contract (e.g. project directors, project managers, and any other personnel who will provide a key function on this project).

21.2.1.6. Provide documentation that any staff working with minors, secure and maintain an Arizona Department of Public Safety Level 1 Fingerprint Clearance Card and complete a background check.

**21.3. Targeted populations and/or Reducing Health Disparities (30 points):**

21.3.1. Proposed targeted populations are clearly defined and appropriate.

21.3.2. Proposed approach addresses reduction in health disparities.

**21.4. Strategic Thinking / Planning Approach (25 points):**

21.4.1. Overall approach and strategy described / outlined in the proposal and organizational capacity to perform the engagement within the specified timeframe (prior experience of the organization in meeting timelines will be factored in here).

21.4.2. Include a timeline to show completion of the project and a budget narrative and Budget Form that includes the total compensation you are requesting budget, using the budget template.

21.4.3. The budget must include researched costs for items and not generalized estimates and these must be detailed in the budget narrative. For example, if an agency wants to hire a consultant to help with curriculum development, the budget narrative must reflect the hourly cost of the consultant, the number of hours of anticipated work and the specific deliverable(s). If specific contractor is unknown at the time of submission, please indicate an estimated hourly cost based on research, hours anticipated, deliverables and timeline.

**21.5. Be sure to address the following in the proposal:**

- 21.5.1. Identify the funding category/categories this proposal addresses, as outlined in Exhibit 1.
- 21.5.2. Develop a project plan for all activities proposed through the funding award of June 30, 2024. Proposed activities should expand or sustain an existing program or service and not be a new initiative(s).
- 21.5.3. Identify the project's evaluation plan include metrics for how success will be measured and opportunities for improvement.
- 21.5.4. Identify the existing evidence-based, evidence-informed, or promising practice programs or activities that will be expanded upon for this project proposal.
- 21.5.5. Describe what specific need/gap is being addressed through this funding opportunity and what outcomes you anticipate from proposed activities during the grant period.
- 21.5.6. Identify the proposed geographic service and/or outreach area including why this area was selected.
- 21.5.7. Describe the proposed target populations to be served and provide an explanation of services needed for this population.
- 21.5.8. Identify the number of individuals estimated to be served based on the proposed staffing (if applicable) and geographic location.
- 21.5.9. Describe how you will collaborate with partners at the organizational level to make client/patient referrals for services or supports, assure coordinated services, and reduce duplication of services.
- 21.5.10. Identify any other Opioid Settlement Funds being used to fund the project.
- 21.5.11. Demonstrate the ability to complete services and performance metrics within the allotted timeline. Timeline is reasonable and appropriate.

## **SPECIAL TERMS AND CONDITIONS**

### **1. CONTRACT TYPE, TERM AND RENEWAL:**

The term of the contract shall commence upon award and shall remain in effect through June 30, 2024.

### **2. REPORTING:**

Successful Proposers will be required to provide a quarterly and a final report to the Public Health Department that will include the following information. Since funding is being provided during the 1st quarter, the first quarterly report due date for a successful Proposer would be January 15, 2024.

#### **REPORTS:**

Quarterly and final reports using report template (Form 5) to include:

- a. Narrative description of project activities achieved during specified timeframe.
- b. Accomplishments (“success stories”) and challenges.
- c. Staffing changes.
- d. Current budget and description of over or underspending.
- e. Evaluation metrics (e.g., actual numbers served versus proposed numbers).

#### **REPORTING PERIOD:**

The reports will cover the following time periods and be due as follows:

<b>QUARTER</b>	<b>DATES</b>	<b>REPORT DUE DATE</b>
1st Quarter	(July 1, 2023 – September 30, 2023)	Not applicable
2nd Quarter	(October 1, 2023 (or first date of grant acceptance) – December 31, 2023)	January 15, 2024
3rd Quarter	(January 1, 2024 – March 31, 2024)	April 15, 2024
4th Quarter	(April 1, 2024 – June 30, 2024)	July 15, 2024
Final Report	(July 1, 2023 to June 30, 2024)	July 15, 2024

#### **RECEIPTS:**

The successful Proposers will provide adequate documentation as to how the funds were spent (i.e., paid invoices, timesheets, travel logs, training materials, etc.). A copy of the Budget Form must be included. The County reserves the right to request additional information to ensure that funds were spent in accordance with the contract and Budget.

## **STANDARD TERMS AND CONDITIONS**

### **1. DEFINITION OF KEYWORDS USED IN SOLICITATIONS:**

- 1.1. Must, Will: Indicates a mandatory requirement. Failure to meet these mandatory requirements may result in the rejection of an Offer as non-responsive.
- 1.2. Should: Indicates something that is recommended but not mandatory. If the offeror fails to provide recommended information, the County may, at its sole option, ask the offeror to provide the information or evaluate the submittal without the information.
- 1.3. May: Indicates something that is not mandatory but permissible.
- 1.4. For purposes of this solicitation, the following definitions apply:
  - 1.4.1. Grantee, Company or Firm – Used interchangeably in referring to the organization offering materials or services to the County.
  - 1.4.2. Contract - The legal agreement executed between the County and the Grantee.
  - 1.4.3. County – Mohave County, Arizona, 86401.
  - 1.4.4. County Project Manager, County Contract Manager, or County Contract Administrator - The County employee specifically designated by the County Engineer as responsible for monitoring and overseeing the Grantee's performance under this Contract.
  - 1.4.5. Evaluation Committee – The committee established to formally evaluate proposals according to the evaluation criteria listed in a Solicitation.
  - 1.4.6. Joint Venture – Two or more persons or entities combining their property, money, skills, and knowledge to form a distinct legal entity to carry out a single business enterprise for profit, pursuant to a written agreement.
  - 1.4.7. Offer or Response – A general term for a Bid, Proposal, or Submittal in response to an Invitation for Bid, Request for Proposals, or Request for Qualifications, respectively.
  - 1.4.8. Offeror – The party making an Offer to Mohave County in response to a Solicitation. This term may refer to a Bidder responding to an Invitation for Bids or Proposer responding to a Request for Proposals.
  - 1.4.9. Procurement Director - The contracting authority for the County authorized to sign contracts and amendments thereto on behalf of the County.
  - 1.4.10. Solicitation – A general term for an Invitation for Bid, Request for Proposals, or Request for Qualifications issued by the County.

2. **ACCEPTANCE:** The Grantee acknowledges that all material or service delivered under this Contract must conform to the specifications of this Contract. Mere receipt of shipment of the material or service specified and any inspection incidental thereto by the County, will not alter or affect the obligations of the Grantee or the rights of the County under the foregoing warranties. Additional warranty requirements may be set forth in this document. All material and services provided under this Contract are subject to final inspection and acceptance by the County. Nonconforming material per the specifications of this Contract will be held at the Grantee's risk and may be returned to the Grantee. If nonconforming material is returned, the Grantee bears all responsibility for all costs associated with original delivery and return. If a service is deemed nonconforming, the Grantee bears responsibility for

all costs associated with providing the service. Noncompliance is subject to STANDARD TERMS AND CONDITION, "TERMINATION OF CONTRACT."

3. **ADDITIONAL COMPENSATION:** The Grantee must submit a written proposal to the County's Designated Representative and secure the County's written approval of same prior to the performance by the Grantee of any work for which additional compensation will be requested.
  - 3.1. Without the prior written approval of the proposed work and the fee therefor, the County will not consider payment of any sums other than those already set forth under this Contract.
4. **ADVERTISING:** Grantee must not advertise or publish information concerning this Contract without prior written consent of the County.
5. **AMERICANS WITH DISABILITIES ACT:** The Grantee must comply with all applicable provisions of the Americans with Disabilities Act, Public Law 101-336, 42 U.S.C. 12101-12213, and applicable federal regulations under the Act.
6. **APPLICABLE LAW:** This Contract is governed by the law of the State of Arizona, and suits pertaining to this Contract must be brought only in Federal or State courts in the State of Arizona.
7. **ARBITRATION:** It is understood and agreed that no provision of this Contract relating to arbitration or requiring arbitration will apply to or be binding upon the County except by the County's express written consent given subsequent to the execution of the Contract. However, if both parties agree, disputes may be resolved through arbitration. The dispute must be resolved as provided for in A.R.S. Sec. 12-1501, et seq. The Grantee must continue to render the services required by this Contract without interruption, notwithstanding the provisions of this section.
8. **ASSIGNMENT – DELEGATION:** No right or interest in this Contract is assignable in whole or in part without the written consent of the parties hereto, and no delegation of any duty of the Grantee will be made without prior written permission of the County's Procurement Director. This Contract and all of the terms, conditions and provisions herein, extend to and bind upon the heirs, administrators, executors, successors, and assignees of the parties hereto. The County will not unreasonably withhold approval of assignment and will notify the Grantee of the County's position within fifteen (15) days of receipt of written notice by the Grantee.
9. **BUSINESS LICENSES AND PERMITS:** The Grantee must maintain in current status all Federal, State, and local registrations, licenses and permits required for the operation of the business conducted by the Grantee as applicable to this Contract.
10. **CERTIFICATION:** By providing an authorized signature in the offer section of the Offer and Acceptance page, the Offeror certifies:
  - 10.1. The submission of the Offer did not involve collusion or other anti-competitive practices.
  - 10.2. The Grantee must not discriminate against any employee or applicant for employment in violation of Federal Executive Order 11246, or A.R.S. § 41-1461, et seq.
  - 10.3. The Grantee has not given, offered to give, nor intends to give at any time hereafter, any economic opportunity, future employment, gift, loan, gratuity, special discount, trip, favor, or service to a public servant in connection with the submitted offer.
  - 10.4. The Grantee submitting the Offer hereby certifies that the individual signing the proposal is an authorized agent for the Offeror and has the authority to bind the Offeror to the Contract.

10.5. The Grantee certifies that, to the best knowledge and belief of the Grantee, the Grantee is not presently debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded from covered transactions by any federal, state, or local government.

- 11. CONFIDENTIALITY OF RECORDS:** The Grantee must establish and maintain procedures and controls that are acceptable to the County for the purpose of assuring that no information contained in its records or obtained from the County or from others in carrying out its functions under the Contract will be used by or disclosed by it, its agents, officers, or employees, except as required to efficiently perform duties under the Contract. Persons requesting such information should be referred to the County. The Grantee also agrees that any information pertaining to individual persons must not be divulged other than to employees or officers of Grantee as needed for the performance of duties under the Contract, unless otherwise agreed to in writing by the County.
- 12. CONTINUITY:** The Grantee must maintain all pertinent files, records, and documents which relate to the delivery of materials or services provided in this Contract. Supporting documents, files, and records must be retained by the Grantee for five (5) years after the termination of this Contract.
- 13. CONTRACT:** The Contract will be based upon the Solicitation issued by the County, the Offer submitted by the Grantee in response to the Solicitation, and any negotiations entered into and changes agreed upon by both parties. The Offer must substantially conform to the terms, conditions, specifications and other requirements set forth within the Solicitation. The County reserves the right to clarify any contractual terms with the concurrence of the Grantee; however, any substantial non-conformity in the offer, as determined by the County's Procurement Director, may be deemed non-responsive and the Offer rejected. The Contract will contain the entire agreement between the County and the Grantee relating to this requirement and prevails over any and all previous agreements, contracts, proposals, negotiations, purchase orders, or master agreements in any form.
- 14. CONTRACT AMENDMENTS:** This Contract may be modified only by a written contract amendment approved and signed by the County Board of Supervisors or by the Procurement Director per the Mohave County Procurement Code or any other relevant resolution approved by the Board of Supervisors.
- 15. COST OF PROPOSAL PREPARATION:** The County will not reimburse the cost of developing, presenting, or providing any response to a Solicitation, except as required by statute. Offers submitted for consideration should be prepared simply and economically, providing adequate information in a straightforward and concise manner.
- 16. DEFAULT IN ONE INSTALLMENT TO CONSTITUTE TOTAL BREACH:** The Grantee must deliver conforming materials in each installment or lot of this Contract and may not substitute nonconforming materials. Delivery of nonconforming materials or a default of any nature, at the option of the County, will constitute breach of the Contract as a whole. Noncompliance is subject to STANDARD TERMS AND CONDITIONS, "TERMINATION OF CONTRACT."
- 17. EXCLUSIVE POSSESSION:** All work of authorship, including but not limited to calculations, designs, drawings, specifications, graphics, text, and all copy writable works resulting from this Contract will become property of the County. Additionally, all services, information, computer program elements, reports, plans, specifications, and other deliverables which may be created under this Contract are the sole property of the County. Property of the County must not be used or released by the Grantee or any other person except with prior written permission from the County.

**18. FORCE MAJEURE:** Except for payment of sums due, neither party is liable to the other nor deemed in default under this Contract if and to the extent that such party's performance of this Contract is prevented by reason of Force Majeure. The term "Force Majeure" means a major occurrence that is beyond the control of the party affected and occurs without its fault or negligence. Force Majeure will not include late performance by a subcontractor unless the delay arises out of a Force Majeure occurrence in accordance with this Force Majeure term and condition.

18.1. If either party is delayed at any time in the progress of the work by Force Majeure, the delayed party must immediately notify the other party in writing of such a delay at the commencement thereof, and further specify the causes of the delay in the notice. Such notice must be hand-delivered, mailed certified-return receipt, or emailed and must make a specific reference to this article, thereby invoking its provisions. The delayed party must make all reasonable efforts to overcome conditions causing delay as soon as practicable and must notify the other party in writing when it has done so. The time of completion will be extended by contract modification for a period of time equal to the time required to overcome the Force Majeure or the time required to overcome the effects of the Force Majeure that delayed the party from performing in accordance with this Contract.

**19. GRATUITIES:** The County may, by written notice to the Grantee, cancel this Contract if it is found that gratuities, in the form of entertainment, gifts or otherwise, were offered or given by the Grantee or any agent or representative of the Grantee, to any officer or employee of the County. In the event this Contract is canceled by the County pursuant to this provision, the County is entitled, in addition to any other rights and remedies, to recover or withhold from the Grantee the amount of the gratuity.

**20. INDEMNIFICATION:** To the extent allowed by law, Grantee must indemnify, defend, and hold harmless Mohave County, and its officers, officials, agents, Officers, and employees (hereinafter referred to as "Indemnitee") from and against any and all claims, actions, liabilities, damages, losses, or expenses (including court costs, attorneys' fees, and costs of claim processing, investigation and litigation) (hereinafter referred to as "Claims") for bodily injury (including death), personal injury, or loss or damage to tangible or intangible property caused, or alleged to be caused, in whole or in part, by the acts or omissions of Grantee or any of its owners, officers, directors, agents, employees or subcontractors. This indemnity includes any claim or amount arising out of, or recovered under, the Workers' Compensation Law or arising out of the failure of such Grantee to conform to any federal, state or local law, statute, ordinance, rule, regulation or court decree. It is the specific intention of the parties that the Indemnitee must, in all instances, except for Claims arising solely from the negligent or willful acts or omissions of the Indemnitee, be indemnified by Grantee from and against any and all claims. It is agreed that Grantee will be responsible for primary loss investigation, defense and judgment costs where this indemnification is applicable. In consideration of the award of this Contract, the Grantee agrees to waive all rights of subrogation against Mohave County, its officers, officials, agents, Officers, and employees for losses arising from the work performed by the Grantee for Mohave County.

The scope of this indemnity will not be limited by the Insurance Requirements contained herein.

*Mohave County Risk Management approved 7/3/2023 JD*

**21. INDEPENDENT CONSULTANT:** Each party will act in its individual capacity and not as an agent, employee, partner, joint venturer, or associate of the other. An employee or agent of one party will not be deemed or construed to be the employee or agent of the other party for any purpose whatsoever.

21.1. The Grantee is not entitled to compensation in the form of salaries, paid vacation, or sick days by the County. Such days do not accumulate for the Grantee's use at a later date.

21.2. The County will not provide any insurance coverage to the Grantee, including Worker's Compensation coverage. The Grantee is advised that taxes or social security payments will not be withheld from a County payment issued hereunder and that Grantee should make arrangements to directly pay such expenses, if any.

- 22. INTERPRETATION - PAROL EVIDENCE:** This Contract is intended by the parties to be the final expression of their agreement and is intended also as a complete and exclusive statement of the terms of the agreement. No course of prior dealings between the parties and no usage of the trade is relevant to supplement or explain any term used in this Contract. Acceptance or acquiescence in a course of performance rendered under this Contract is not relevant to determine the meaning of this Contract even though the accepting or acquiescing party has knowledge of the nature of the performance and opportunity to object.
- 23. ISRAEL BOYCOTT CERTIFICATION:** Written Certification Pursuant to A.R.S. § 35-393.01. If Grantee engages in for-profit activity and has 10 or more employees, and if this Agreement has a value of \$100,000 or more, Grantee certifies it is not currently engaged in, and agrees for the duration of this Agreement to not engage in, a boycott of goods or services from Israel. This certification does not apply to a boycott prohibited by 50 U.S.C. § 4842 or a regulation issued pursuant to 50 U.S.C. § 4842.
- 24. LEGAL ARIZONA WORKERS ACT COMPLIANCE:** To the extent applicable, pursuant to the provisions of A.R.S. § 41-4401, the Grantee hereby warrants that it is in material compliance with all federal immigration laws and regulations that relate to its employees and with the E-verify requirements set forth in A.R.S. § 23-214 (A).
- 25. LEGAL REMEDIES:** All claims and controversies regarding this Contract are subject to the Mohave County Procurement Code and any applicable Arizona Revised Statutes.
- 26. LICENSES:** The Grantee must maintain in current status all Federal, State, and local licenses and permits required for the operation of the business conducted by the Grantee as applicable to this Contract.
- 27. LIENS:** All materials, services, and other deliverables supplied to the County under this Contract must be free of all liens other than the security interest held by the Grantee until payment in full is made by the County. Upon request of the County, the Grantee must provide a formal release of all liens.
- 28. NON-EXCLUSIVE CONTRACT:** Any contract resulting from this Solicitation will be awarded with the understanding and agreement that it is for the sole convenience of Mohave County. The County reserves the right to obtain like goods or services from another source when necessary.
- 29. PATENT INFRINGEMENT:** The County will advise the Grantee of any impending patent suit and provide all information available. The Grantee must defend any suit or proceeding brought against the County based on a claim that any equipment, or any part thereof, furnished under this Contract constitutes an infringement of any patent, and the Grantee must pay all damages and costs awarded therein, excluding incidental and consequential damages, against the County. In case said equipment, or any part thereof, is in such suit held to constitute infringement and use of said equipment or part is enjoined, the Grantee must, at its own expense and at its option, provide for the County either the right to continue using said equipment or part, replacement non-infringing equipment, or modification to the infringing equipment that renders it non-infringing.
- 30. PROJECT COMPLIANCE:** It is the Grantee's sole responsibility to comply with all applicable Federal, State, and Local regulations. At a minimum, the project, materials, or services provided under this Contract must comply with all applicable Federal, State, and Local regulations and any amendments thereto that are adopted during the life of this Contract.



- 31. PROTECTION OF GOVERNMENT BUILDINGS:** The Grantee must use reasonable care to avoid damaging existing buildings, equipment, and vegetation (such as trees, shrubs, and grass) on County property. If the Grantee fails to do so and damages such buildings, equipment and vegetation, the Grantee must replace or repair the damage at no expense to the County, in coordination with County staff and as approved by the Procurement Director. If the Grantee fails to or refuses to make such repair or replacement, the Grantee is liable for the cost thereof, which may be deducted from the contract price.
- 32. PROTEST PROCEDURE:** Should an Offeror believe that the County has not properly followed the selection procedures as outlined in the Mohave County Procurement Code, the firm may file a protest as described in the Mohave County Procurement Code.
- 32.1. A protest must be submitted in writing and will be filed with the Procurement Director. A protest of a Solicitation must be received at the Procurement Office before the solicitation opening date. A protest of a proposed award or of an award must be filed within ten (10) days after the protestor knows or should have known the basis of the protest. A protest must include:
- 32.1.1. The name, address, and telephone number of the protestor;
  - 32.1.2. The signature of the protestor or its representative;
  - 32.1.3. Identification of the solicitation number;
  - 32.1.4. A detailed statement of the legal and factual grounds of protest including copies of relevant documents.
- 33. PROVISIONS REQUIRED BY LAW:** Each and every provision of law and any clause required by law to be included in this Contract is read and enforced as though it were included herein. If through mistake or otherwise any such provision is not inserted, or is not correctly inserted, then upon the application of either party the Contract must forthwith be physically amended to make such insertion or correction.
- 34. PUBLIC HEARINGS:** The Grantee must, upon request, attend any public hearing on matters related to the scope of services set forth in this Contract.
- 35. PUBLIC RECORD:** All Offers submitted in response to this Solicitation become the property of the County and become a matter of public record available for review subsequent to award. Any information or materials deemed proprietary must be specifically designated as such and may be maintained as a confidential record at the discretion of the County.
- 36. RECORDS:** Internal control over all financial transactions related to this Contract must be in accordance with sound fiscal policies. The County may, at reasonable times and places, audit the books and records of Grantee or any and all of Grantee's subcontractor. Said audit will be limited to this Contract and its scope of services.
- 37. RELATIONSHIP OF PARTIES:** It is clearly understood that each party acts in its individual capacity and not as an agent, employee, partner, joint venture, or associate of the other. An employee or agent of one party will not be deemed or construed to be the employee or agent of the other party for any purpose whatsoever. The Grantee is advised that taxes or social security payments will not be withheld from a County payment issued hereunder and that Grantee should make arrangements to directly pay such expenses, if any.
- 38. RIGHT TO ASSURANCE:** Whenever one party to this Contract in good faith has reason to question the other party's intent to perform, the former party may demand that the other party give a written assurance of this intent to perform. In the event that a demand is made and no written assurance is

given within five (5) days, the demanding party may treat this failure as an anticipatory repudiation with this Contract.

- 39. RIGHTS AND REMEDIES:** No provision in this document or in the Offer will be construed, expressly or by implication, as a waiver by either party of any existing or future right or remedy available by law to seek the cure of any claim, default, or breach of contract. The failure of either party to insist upon the strict performance of any term or condition of the Contract or delay the exercise of any right or remedy provided in the Contract or by law will not be deemed a waiver to such rights or remedies. Furthermore, the acceptance of materials or services and delivery of obligations imposed by this Contract or by law does not constitute a waiver of any right or remedy provided by this Contract or by law, nor will such an act constitute a waiver of any right of either party to insist upon the strict performance of the Contract.
- 40. SEVERABILITY:** The provisions of this Contract are severable at the sole discretion of the County to the extent that any provision or application held to be invalid will not affect any other provision or application of the Contract which may remain in effect without the invalid provision or application.
- 41. SUBCONTRACTS:** No subcontract will be entered into by the Grantee with any other party to furnish any of the materials or services specified herein without the advance written approval of the County's Procurement Director. All subcontracts must comply with Federal and State laws and regulations which are applicable to the services covered by the subcontract and must include all the terms and conditions set forth herein which will apply with equal force to the subcontract, as if the subcontractors were the Grantee referred to herein. The Grantee is responsible for contract performance whether or not subcontractors are employed. The County will not unreasonably withhold approval and will notify the Grantee of the County's position within fifteen (15) days of receipt of written notice by the Grantee.
- 42. SUBSEQUENT EMPLOYMENT:** The County may terminate this Contract pursuant to A.R.S. Section 38-511 without penalty or further obligation if any person significantly involved in initiating, negotiating, securing, drafting, or creating the Contract, on behalf of the County is or becomes, at any time while the Contract or any extension of the Contract is in effect, an employee of, or a Grantee to any other party to this Contract with respect to the subject matter of the Contract. Such cancellation takes effect when written notice from the Procurement Director is received by the parties to this Contract, unless the notice specifies a later time.
- 43. TERMINATION OF CONTRACT:** Unless otherwise specifically provided herein, this Contract may be terminated at any time by mutual written consent. The County may, with or without cause, terminate this Contract in whole or in part upon giving thirty (30) days written notice to the Grantee. If this Contract is terminated, the County will be liable only for payment under the payment provisions of this Contract for services rendered and materials accepted by the County before the effective date of termination, unless the subject items are nonconforming. If the materials or services for which the County would otherwise be liable to pay are nonconforming, STANDARD TERMS AND CONDITIONS, "ACCEPTANCE" governs.
- 43.1. The County may terminate this Contract in whole or, from time to time, in part, for the County's convenience or because of the failure of the Grantee to fulfill the Contract obligations. Upon receipt of the notice of termination, the Grantee must:
- 43.1.1. Immediately discontinue all services affected (unless the notice directs otherwise), and
  - 43.1.2. Deliver to the Department of Procurement all data, drawings, specifications, reports, estimates, summaries, and other information and materials accumulated in performing this Contract, whether completed or in process.

43.2.If the termination is for the convenience of the County, the County will make an equitable adjustment in the contract price but will allow no anticipated profit on unperformed services.

43.3.If the termination is for failure of the Grantee to fulfill the Contract obligations, the County may complete the work by contract or otherwise, and the Grantee is liable for any additional cost incurred by the County.

43.4.If, after termination for failure to fulfill Contract obligations, it is determined that the Grantee has not failed, the rights and obligations of the parties are the same as if the termination had been issued for the convenience of the County.

43.5.The rights and remedies of the County provided in this clause are in addition to any other rights or remedies provided by law or under this Contract.

43.6.Each payment obligation of the County created hereby is conditioned upon the availability of County, State and Federal funds which are appropriated or allocated for the payment of such an obligation. If funds are not allocated by the County and available for the continuance of service herein contemplated, the contract period for the service may be terminated by the County at the end of the period for which funds are available. The County will notify Grantee at the earliest possible time which service will or may be affected by a shortage of funds. No penalty will accrue to the County in the event this provision is exercised, and the County will not be obligated or liable for any future payments due or for any damages as a result of termination under this paragraph.

**44. WRITTEN CERTIFICATION PURSUANT TO A.R.S. §35-394:** Grantee certifies that Grantee does not currently, and agrees for the duration of the contract that it will not, use: 1) the forced labor of ethnic Uyghurs in the People's Republic of China; 2) any goods or services produced by the forced labor of ethnic Uyghurs in the People's Republic of China; and 3) any contractors, subcontractors or suppliers that use the forced labor or any goods or services produced by the forced labor of ethnic Uyghurs in the People's Republic of China. If Grantee becomes aware during the term of the contract that the company is not in compliance with the written certification, the company shall notify Mohave County within five business days after becoming aware of the noncompliance. If the Company does not provide Mohave County with a written certification that the Company has remedied the noncompliance within 180 days after notifying Mohave County of the noncompliance, this Contract terminates, except that if the contract termination date occurs before the end of the remedy period the Contract terminations on the Contract termination date.

**FORM 1 – TITLE PAGE**

Please submit all information requested herein

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**Organization / Agency / Company Name:** \_\_\_\_\_

**Contact Person's Name:** \_\_\_\_\_

**Contact Person's Title:** \_\_\_\_\_

**Contact Telephone (include Area Code):** \_\_\_\_\_

**Contact Email Address:** \_\_\_\_\_

**Mailing Address:** \_\_\_\_\_

**Street Address:** \_\_\_\_\_

(if different from Mailing Address)

**Organization / Agency / Company Website:** \_\_\_\_\_

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**Applying As (check one of the following):**

\_\_\_\_\_ Individual                      \_\_\_\_\_ Single Agency

\_\_\_\_\_ Consortium of Partners      \_\_\_\_\_ Number of Consortium Partners

**Consortium Partner(s) Name(s):** \_\_\_\_\_

\_\_\_\_\_

## **FORM 2 - REFERENCES**

<b>REFERENCE #1</b>	
Organization Name:	
Contract Dates:	
Organization Address:	
Contact Name and Title:	
Email Address:	
Average Number of Persons receiving services each month of contract:	

<b>REFERENCE #2</b>	
Organization Name:	
Contract Dates:	
Organization Address:	
Contact Name and Title:	
Email Address:	
Average Number of Persons receiving services each month of contract:	

<b>REFERENCE #3</b>	
Organization Name:	
Contract Dates:	
Organization Address:	
Contact Name and Title:	
Email Address:	
Average Number of Persons receiving services each month of contract:	

**FORM 3 - OFFER FORM**

**TO MOHAVE COUNTY:**

The Undersigned hereby offers and agrees to furnish the material or service in compliance with all terms, conditions, specifications, and amendments in the Request for Proposal.

**CONFLICT OF INTEREST:**

For purposes of determining any possible conflict of interest, all Offerors **must disclose** if any current Mohave County employee is also an owner, corporate officer, or employee of your business. Indicate either "Yes" (County employee is associated with your business), or "No." If yes, provide the name(s) of the County employee(s) and the position(s) County employee(s) hold within your business (reference "Instructions to Offerors").

\_\_\_\_\_ Yes \_\_\_\_\_ No

If "YES", please provide the current Mohave County employee and position (include additional pages if necessary)

**CONTACT:**

**FOR CLARIFICATION OF THIS OFFER:**

\_\_\_\_\_  
Signature of Person Legally Authorized to Sign

\_\_\_\_\_  
Name (First, Middle Initial, Last)

\_\_\_\_\_  
Printed Name and Title

\_\_\_\_\_  
Printed Name and Title

\_\_\_\_\_  
Company Address

\_\_\_\_\_  
Direct Telephone (Including Area Code)

\_\_\_\_\_  
City / State / Zip Code

\_\_\_\_\_  
Mobile Telephone (Including Area Code)

\_\_\_\_\_  
Telephone Number (Including Area Code)

\_\_\_\_\_  
Email Address

\_\_\_\_\_  
Email Address

\_\_\_\_\_  
Company Web Address

**ACCEPTANCE OF OFFER:**

**The offer is hereby accepted.**

**Grantee is now bound to provide the materials and/or services specified in RFP# 24P01 including all terms, conditions, specifications, amendments, etc., and Grantee's Offer as accepted by Mohave County.**

Grantee has been cautioned not to commence any billable work or to provide any material and/or service under this Contract until Grantee receives this signed sheet or written notice to proceed.

**Awarded this \_\_\_\_\_ day of \_\_\_\_\_, 2023.**

\_\_\_\_\_  
**TRAVIS LINGENFELTER, CHAIRMAN  
MOHAVE COUNTY BOARD OF SUPERVISORS**

**FORM 4 - BUDGET WORKSHEET**

Submit a budget worksheet, along with the budget narrative, that explains the criteria used to compute the line-item figures. Direct costs are related to the specific program proposed in the application. Indirect expenses/costs are overhead expenses such as office rent, telephone, copier usage, management staff time, etc. Please indicate if you received any Opioid Settlement Funds from another agency.

Allowable expenses:

Direct program and overhead costs: personnel, travel, outreach, material and supplies directly related to the delivery of the education programs and services, equipment/technology used by program staff, communications, and other costs associated with the provision of services as detailed and accepted in the Budget Sheet. Indirect expenses/costs cannot exceed ten percent (10%).

<b>BUDGET</b>			
	<b>DIRECT PROGRAM COSTS</b>	<b>FY2023</b>	<b>Total</b>
	<b>Personnel</b>		
	Salaries		
	Position: % FTE		
	Position: % FTE		
	Position: % FTE		
1	Total Salaries		
2	ERE rate: %		
3	<b>Personnel Subtotal (1-2)</b>		
	<b>Operating</b>		
4	Travel		
5	Outreach		
6	Staff Education and Training		
7	Supplies/Materials		
8	Equipment		
9	Other:		
10	Other:		
11	<b>Operating Subtotal (4-10)</b>		
12	<b>INDIRECT COSTS</b> (not to exceed 10%)		
	<b>TOTAL BUDGET (3, 11 &amp; 12)</b>		
	<b>OTHER OPIOID SETTLEMENT FUNDS</b>		

## **FORM 5 - OPIOID GRANT REPORTING TEMPLATE**

**Organization Name:** \_\_\_\_\_

**Address:** \_\_\_\_\_

**Contact Person:** \_\_\_\_\_ **Contact Telephone:** \_\_\_\_\_

**Reporting Period (Quarter):** \_\_\_\_\_ **Amount Spent (must match worksheet):** \$ \_\_\_\_\_

1. Narrative description of project activities achieved during specified timeframe:
  
2. Accomplishments (“success stories”) and challenges:
  
3. Staffing changes:
  
4. Current budget and description of over or underspending:
  
5. Evaluation metrics (e.g., actual numbers served versus proposed numbers):
  
6. Did you receive and/or use any other Opioid Settlement Funding from another agency:
  
7. Activity Attachments (brochures, flyers, voucher copy, newsletters, website page, etc.):

**Expenditures: Please provide a breakdown of funds used during the reporting period. Include all supporting documentation (i.e., paid invoices, timesheets, training materials, travel reports, etc.). If you received and used other Opioid Settlement Funds from another agency, please be sure to indicate on the Expenditure Worksheet.**



**FORM 5 - OPIOID GRANT REPORTING TEMPLATE, Continued**

EXENDITURE WORKSHEET							
		Report amount spent each quarter.					
	DIRECT PROGRAM COSTS	Budgeted Amount	1 <sup>ST</sup> Quarter	2 <sup>nd</sup> Quarter	3 <sup>rd</sup> Quarter	4 <sup>th</sup> Quarter	Balance
	<b>Personnel</b>						
	Salaries						
	Position: FTE %						
	Position: FTE %						
	Position: FTE %						
1	Total Salaries						
2	ERE rate: %						
3	<b>Personnel Subtotal (1-2)</b>						
	<b>Operating</b>						
4	Travel						
5	Outreach						
6	Staff Education and Training						
7	Supplies/Materials						
8	Equipment						
9	Other:						
10	Other:						
11	<b>Operating Subtotal (4-10)</b>						
12	<b>INDIRECT COSTS (not to exceed 10%)</b>						
	<b>TOTAL BUDGET (3, 11 &amp; 12)</b>						
	<b>OTHER OPIOID SETTLEMENT FUNDS RECIEVED</b>						

## **EXHIBIT 1 - OPIOID ABATEMENT STRATEGIES**

### PART ONE: TREATMENT

#### **A. TREAT OPIOID USE DISORDER (OUD)**

Support treatment of Opioid Use Disorder (OUD) and any co-occurring Substance Use Disorder or Mental Health (SUD/MH) conditions, co-usage, and/or co-addiction through evidence-based, evidence-informed, or promising programs or strategies that may include, but are not limited to, the following:

1. Expand availability of treatment for OUD and any co-occurring SUD/MH conditions, co-usage, and/or co-addiction, including all forms of Medication-Assisted Treatment (MAT) approved by the U.S. Food and Drug Administration.
2. Support and reimburse services that include the full American Society of Addiction Medicine (ASAM) continuum of care for OUD and any co-occurring SUD/MH conditions, co-usage, and/or co-addiction, including but not limited to:
  - a. Medication-Assisted Treatment (MAT);
  - b. Abstinence-based treatment;
  - c. Treatment, recovery, or other services provided by states, subdivisions, community health centers; non-for-profit providers; or for-profit providers;
  - d. Treatment by providers that focus on OUD treatment as well as treatment by providers that offer OUD treatment along with treatment for other SUD/MH conditions, co-usage, and/or co-addiction; or
  - e. Evidence-informed residential services programs, as noted below.
3. Expand telehealth to increase access to treatment for OUD and any co-occurring SUD/MH conditions, co-usage, and/or co-addiction, including MAT, as well as counseling, psychiatric support, and other treatment and recovery support services.
4. Improve oversight of Opioid Treatment Programs (OTPs) to assure evidence-based, evidence-informed, or promising practices such as adequate methadone dosing.
5. Support mobile intervention, treatment, and recovery services, offered by qualified professionals and service providers, such as peer recovery coaches, for persons with OUD and any co-occurring SUD/MH conditions, co-usage, and/or co-addiction and for persons who have experienced an opioid overdose.
6. Support treatment of mental health trauma resulting from the traumatic experiences of the opioid user (e.g., violence, sexual assault, human trafficking, or adverse childhood experiences) and family members (e.g., surviving family members after an overdose or overdose fatality), and training of health care personnel to identify and address such trauma.

## **EXHIBIT 1 - OPIOID ABATEMENT STRATEGIES, Cont.**

7. Support detoxification (detox) and withdrawal management services for persons with OUD and any co-occurring SUD/MH conditions, co-usage, and/or co-addiction, including medical detox, referral to treatment, or connections to other services or supports.
8. Support training on MAT for health care providers, students, or other supporting professionals, such as peer recovery coaches or recovery outreach specialists, including telementoring to assist community-based providers in rural or underserved areas.
9. Support workforce development for addiction professionals who work with persons with OUD and any co-occurring SUD/MH conditions, co-usage, and/or co-addiction.
10. Provide fellowships for addiction medicine specialists for direct patient care, instructors, and clinical research for treatments.
11. Provide funding and training for clinicians to obtain a waiver under the federal Drug Addiction Treatment Act of 2000 (DATA 2000) to prescribe MAT for OUD, and provide technical assistance and professional support to clinicians who have obtained a DATA 2000 waiver.
12. Support the dissemination of web-based training curricula, such as the American Academy of Addiction Psychiatry's Provider Clinical Support Service-Opioids web-based training curriculum and motivational interviewing.
13. Support the development and dissemination of new curricula, such as the American Academy of Addiction Psychiatry's Provider Clinical Support Service for Medication-Assisted Treatment.

### **B. SUPPORT PEOPLE IN TREATMENT AND RECOVERY**

Support people in treatment for and recovery from OUD and any co-occurring SUD/MH conditions, co-usage, and/or co-addiction through evidence-based, evidence-informed, or promising programs or strategies that may include, but are not limited to, the following:

1. Provide the full continuum of care of recovery services for OUD and any co-occurring SUD/MH conditions, co-usage, and/or co-addiction, including supportive housing, residential treatment, medical detox services, peer support services and counseling, community navigators, case management, and connections to community-based services.
2. Provide counseling, peer-support, recovery case management and residential treatment with access to medications for those who need it to persons with OUD and any co-occurring SUD/MH conditions, co-usage, and/or co-addiction.
3. Provide access to housing for people with OUD and any co-occurring SUD/MH conditions, co-usage, and/or co-addiction, including supportive housing, recovery housing, housing assistance programs, or training for housing providers.

## **EXHIBIT 1 - OPIOID ABATEMENT STRATEGIES, Cont.**

4. Provide community support services, including social and legal services, to assist in deinstitutionalizing persons with OUD and any co-occurring SUD/MH conditions, co-usage, and/or co-addiction.
5. Support or expand peer-recovery centers, which may include support groups, social events, computer access, or other services for persons with OUD and any co-occurring SUD/MH conditions, co-usage, and/or co-addiction.
6. Provide employment training or educational services for persons in treatment for or recovery from OUD and any co-occurring SUD/MH conditions, co-usage, and/or co-addiction.
7. Identify successful recovery programs such as physician, pilot, and college recovery programs, and provide support and technical assistance to increase the number and capacity of high-quality programs to help those in recovery.
8. Engage non-profits, faith-based communities, and community coalitions to support people in treatment and recovery and to support family members in their efforts to manage the opioid user in the family.
9. Provide training and development of procedures for government staff to appropriately interact and provide social and other services to current and recovering opioid users, including reducing stigma.
10. Support stigma reduction efforts regarding treatment and support for persons with OUD, including reducing the stigma on effective treatment.

### **C. CONNECT PEOPLE WHO NEED HELP TO THE HELP THEY NEED (CONNECTIONS TO CARE)**

Provide connections to care for people who have – or are at risk of developing – OUD and any co-occurring SUD/MH conditions, co-usage, and/or co-addiction through evidence-based, evidence-informed, or promising programs or strategies that may include, but are not limited to, the following:

1. Ensure that health care providers are screening for OUD and other risk factors and know how to appropriately counsel and treat (or refer if necessary) a patient for OUD treatment.
2. Support Screening, Brief Intervention and Referral to Treatment (SBIRT) programs to reduce the transition from use to disorders.
3. Provide training and long-term implementation of SBIRT in key systems (health, schools, colleges, criminal justice, and probation), with a focus on youth and young adults when transition from misuse to opioid disorder is common.
4. Purchase automated versions of SBIRT and support ongoing costs of the technology.
5. Support training for emergency room personnel treating opioid overdose patients on post-discharge planning, including community referrals for MAT, recovery case management or support services.

## **EXHIBIT 1 - OPIOID ABATEMENT STRATEGIES, Cont.**

6. Support hospital programs that transition persons with OUD and any co-occurring SUD/MH conditions, co-usage, and/or co-addiction, or persons who have experienced an opioid overdose, into community treatment or recovery services through a bridge clinic or similar approach.
7. Support crisis stabilization centers that serve as an alternative to hospital emergency departments for persons with OUD and any co-occurring SUD/MH conditions, co-usage, and/or co-addiction or persons that have experienced an opioid overdose.
8. Support the work of Emergency Medical Systems, including peer support specialists, to connect individuals to treatment or other appropriate services following an opioid overdose or other opioid-related adverse event.
9. Provide funding for peer support specialists or recovery coaches in emergency departments, detox facilities, recovery centers, recovery housing, or similar settings; offer services, supports, or connections to care to persons with OUD and any co-occurring SUD/MH conditions, co-usage, and/or co-addiction or to persons who have experienced an opioid overdose.
10. Provide funding for peer navigators, recovery coaches, care coordinators, or care managers that offer assistance to persons with OUD and any co-occurring SUD/MH conditions, co-usage, and/or co-addiction or to persons who have experienced on opioid overdose.
11. Create or support school-based contacts that parents can engage with to seek immediate treatment services for their child; and support prevention, intervention, treatment, and recovery programs focused on young people.
12. Develop and support best practices on addressing OUD in the workplace.
13. Support assistance programs for health care providers with OUD.
14. Engage non-profits and the faith community as a system to support outreach for treatment.
15. Support centralized call centers that provide information and connections to appropriate services and supports for persons with OUD and any co-occurring SUD/MH conditions, co-usage, and/or co-addiction.
16. Create or support intake and call centers to facilitate education and access to treatment, prevention, and recovery services for persons with OUD and any co-occurring SUD/MH conditions, co-usage, and/or co-addiction.
17. Develop or support a National Treatment Availability Clearinghouse – a multistate/nationally accessible database whereby health care providers can list locations for currently available in-patient and out-patient OUD treatment services that are accessible on a real-time basis by persons who seek treatment.

## **EXHIBIT 1 - OPIOID ABATEMENT STRATEGIES, Cont.**

### **D. ADDRESS THE NEEDS OF CRIMINAL-JUSTICE-INVOLVED PERSONS**

Address the needs of persons with OUD and any co-occurring SUD/MH conditions, co-usage, and/or co-addiction who are involved – or are at risk of becoming involved – in the criminal justice system through evidence-based, evidence-informed, or promising programs or strategies that may include, but are not limited to, the following:

1. Support pre-arrest or post-arrest diversion and deflection strategies for persons with OUD and any co-occurring SUD/MH conditions, co-usage, and/or co-addiction, including established strategies such as:
  - a. Self-referral strategies such as the Angel Programs or the Police Assisted Addiction Recovery Initiative (PAARI);
  - b. Active outreach strategies such as the Drug Abuse Response Team (DART) model;
  - c. “Naloxone Plus” strategies, which work to ensure that individuals who have received naloxone to reverse the effects of an overdose are then linked to treatment programs or other appropriate services;
  - d. Officer prevention strategies, such as the Law Enforcement Assisted Diversion (LEAD) model;
  - e. Officer intervention strategies such as the Leon County, Florida Adult Civil Citation Network or the Chicago Westside Narcotics Diversion to Treatment Initiative;
  - f. Co-responder and/or alternative responder models to address OUD-related 911 calls with greater SUD expertise and to reduce perceived barriers associated with law enforcement 911 responses; or
  - g. County prosecution diversion programs, including diversion officer salary, only for counties with a population of 50,000 or less. Any diversion services in matters involving opioids must include drug testing, monitoring, or treatment.
2. Support pre-trial services that connect individuals with OUD and any co-occurring SUD/MH conditions, co-usage, and/or co-addiction to evidence-informed treatment, including MAT, and related services.
3. Support treatment and recovery courts for persons with OUD and any co-occurring SUD/MH conditions, co-usage, and/or co-addiction, but only if these courts provide referrals to evidence-informed treatment, including MAT.
4. Provide evidence-informed treatment, including MAT, recovery support, or other appropriate services to individuals with OUD and any co-occurring SUD/MH conditions, co-usage, and/or co-addiction who are incarcerated in jail or prison.

## **EXHIBIT 1 - OPIOID ABATEMENT STRATEGIES, Cont.**

5. Provide evidence-informed treatment, including MAT, recovery support, or other appropriate services to individuals with OUD and any co-occurring SUD/MH conditions, co-usage, and/or co-addiction who are leaving jail or prison have recently left jail or prison, are on probation or parole, are under community corrections supervision, or are in re-entry programs or facilities.
6. Support critical time interventions (CTI), particularly for individuals living with dual- diagnosis OUD/serious mental illness, and services for individuals who face immediate risks and service needs and risks upon release from correctional settings.
7. Provide training on best practices for addressing the needs of criminal-justice- involved persons with OUD and any co-occurring SUD/MH conditions, co-usage, and/or co-addiction to law enforcement, correctional, or judicial personnel or to providers of treatment, recovery, case management, or other services offered in connection with any of the strategies described in this section.

### **E. ADDRESS THE NEEDS OF PREGNANT OR PARENTING WOMEN AND THEIR FAMILIES, INCLUDING BABIES WITH NEONATAL ABSTINENCE SYNDROME**

Address the needs of pregnant or parenting women with OUD and any co-occurring SUD/MH conditions, co-usage, and/or co-addiction, and the needs of their families, including babies with neonatal abstinence syndrome, through evidence-based, evidence-informed, or promising programs or strategies that may include, but are not limited to, the following:

1. Support evidence-based, evidence-informed, or promising treatment, including MAT, recovery services and supports, and prevention services for pregnant women – or women who could become pregnant – who have OUD and any co-occurring SUD/MH conditions, co-usage, and/or co-addiction, and other measures to educate and provide support to families affected by Neonatal Abstinence Syndrome.
2. Provide training for obstetricians or other healthcare personnel that work with pregnant women and their families regarding treatment of OUD and any co-occurring SUD/MH conditions, co-usage, and/or co-addiction.
3. Provide training to health care providers who work with pregnant or parenting women on best practices for compliance with federal requirements that children born with Neonatal Abstinence Syndrome get referred to appropriate services and receive a plan of safe care.
4. Provide enhanced support for children and family members suffering trauma as a result of addiction in the family; and offer trauma-informed behavioral health treatment for adverse childhood events.
5. Offer enhanced family supports and home-based wrap-around services to persons with OUD and any co-occurring SUD/MH conditions, co-usage, and/or co-addiction, including but not limited to parent skills training.
6. Support for Children's Services – Fund additional positions and services, including supportive housing and other residential services, relating to children being removed from the home and/or placed in foster care due to custodial opioid use.

## **EXHIBIT 1 - OPIOID ABATEMENT STRATEGIES, Cont.**

PART TWO: PREVENTION

### **F. PREVENT OVER-PRESCRIBING AND ENSURE APPROPRIATE PRESCRIBING AND DISPENSING OF OPIOIDS**

Support efforts to prevent over-prescribing and ensure appropriate prescribing and dispensing of opioids through evidence-based, evidence-informed, or promising programs or strategies that may include, but are not limited to, the following:

1. Training for health care providers regarding safe and responsible opioid prescribing, dosing, and tapering patients off opioids.
2. Academic counter-detailing to educate prescribers on appropriate opioid prescribing.
3. Continuing Medical Education (CME) on appropriate prescribing of opioids.
4. Support for non-opioid pain treatment alternatives, including training providers to offer or refer to multi-modal, evidence-informed treatment of pain.
5. Support enhancements or improvements to Prescription Drug Monitoring Programs (PDMPs), including but not limited to improvements that:
  - a. Increase the number of prescribers using PDMPs;
  - b. Improve point-of-care decision-making by increasing the quantity, quality, or format of data available to prescribers using PDMPs or by improving the interface that prescribers use to access PDMP data, or both; or
  - c. Enable states to use PDMP data in support of surveillance or intervention strategies, including MAT referrals and follow-up for individuals identified within PDMP data as likely to experience OUD.
6. Development and implementation of a national PDMP – Fund development of a multistate/national PDMP that permits information sharing while providing appropriate safeguards on sharing of private health information, including but not limited to:
  - a. Integration of PDMP data with electronic health records, overdose episodes, and decision support tools for health care providers relating to OUD.
  - b. Ensuring PDMPs incorporate available overdose/naloxone deployment data, including the United States Department of Transportation's Emergency Medical Technician overdose database.
7. Increase electronic prescribing to prevent diversion or forgery.



## **EXHIBIT 1 - OPIOID ABATEMENT STRATEGIES, Cont.**

8. Educate Dispensers on appropriate opioid dispensing.

### **G. PREVENT MISUSE OF OPIOIDS**

Support efforts to discourage or prevent misuse of opioids through evidence-based, evidence-informed, or promising programs or strategies that may include, but are not limited to, the following:

1. Corrective advertising or affirmative public education campaigns based on evidence.
2. Public education relating to drug disposal.
3. Drug take-back disposal or destruction programs.
4. Fund community anti-drug coalitions that engage in drug prevention efforts.
5. Support community coalitions in implementing evidence-informed prevention, such as reduced social access and physical access, stigma reduction – including staffing, educational campaigns, support for people in treatment or recovery, or training of coalitions in evidence-informed implementation, including the Strategic Prevention Framework developed by the U.S. Substance Abuse and Mental Health Services Administration (SAMHSA).
6. Engage non-profits and faith-based communities as systems to support prevention.
7. Support evidence-informed school and community education programs and campaigns for students, families, school employees, school athletic programs, parent-teacher and student associations, and others.
8. School-based or youth-focused programs or strategies that have demonstrated effectiveness in preventing drug misuse and seem likely to be effective in preventing the uptake and use of opioids.
9. Support community-based education or intervention services for families, youth, and adolescents at risk for OUD and any co-occurring SUD/MH conditions, co-usage, and/or co-addiction.
10. Support evidence-informed programs or curricula to address mental health needs of young people who may be at risk of misusing opioids or other drugs, including emotional modulation and resilience skills.
11. Support greater access to mental health services and supports for young people, including services and supports provided by school nurses or other school staff, to address mental health needs in young people that (when not properly addressed) increase the risk of opioid or other drug misuse.

## **EXHIBIT 1 - OPIOID ABATEMENT STRATEGIES, Cont.**

### **H. PREVENT OVERDOSE DEATHS AND OTHER HARMS**

Support efforts to prevent or reduce overdose deaths or other opioid-related harms through evidence-based, evidence-informed, or promising programs or strategies that may include, but are not limited to, the following:

1. Increase availability and distribution of naloxone and other drugs that treat overdoses for first responders, overdose patients, opioid users, families and friends of opioid users, schools, community navigators and outreach workers, drug offenders upon release from jail/prison, or other members of the general public.
2. Provision by public health entities of free naloxone to anyone in the community, including but not limited to provision of intra-nasal naloxone in settings where other options are not available or allowed.
3. Training and education regarding naloxone and other drugs that treat overdoses for first responders, overdose patients, patients taking opioids, families, schools, and other members of the general public.
4. Enable school nurses and other school staff to respond to opioid overdoses, and provide them with naloxone, training, and support.
5. Expand, improve, or develop data tracking software and applications for overdoses/naloxone revivals.
6. Public education relating to emergency responses to overdoses.
7. Public education relating to immunity and Good Samaritan laws.
8. Educate first responders regarding the existence and operation of immunity and Good Samaritan laws.
9. Expand access to testing and treatment for infectious diseases such as HIV and Hepatitis C resulting from intravenous opioid use.
10. Support mobile units that offer or provide referrals to treatment, recovery supports, health care, or other appropriate services to persons that use opioids or persons with OUD and any co-occurring SUD/MH conditions, co-usage, and/or co-addiction.
11. Provide training in treatment and recovery strategies to health care providers, students, peer recovery coaches, recovery outreach specialists, or other professionals that provide care to persons who use opioids or persons with OUD and any co-occurring SUD/MH conditions, co-usage, and/or co-addiction.
12. Support screening for fentanyl in routine clinical toxicology testing.

## **EXHIBIT 1 - OPIOID ABATEMENT STRATEGIES, Cont.**

PART THREE: OTHER STRATEGIES
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### **I. FIRST RESPONDERS**

In addition to items C8, D1 through D7, H1, H3, and H8, support the following:

1. Current and future law enforcement expenditures relating to the opioid epidemic.
2. Educate law enforcement or other first responders regarding appropriate practices and precautions when dealing with fentanyl or other drugs.

### **J. LEADERSHIP, PLANNING AND COORDINATION**

Support efforts to provide leadership, planning, and coordination to abate the opioid epidemic through activities, programs, or strategies that may include, but are not limited to, the following:

1. Community regional planning to identify goals for reducing harms related to the opioid epidemic, to identify areas and populations with the greatest needs for treatment intervention services, or to support other strategies to abate the opioid epidemic described in this opioid abatement strategy list.
2. A government dashboard to track key opioid-related indicators and supports as identified through collaborative community processes.
3. Invest in infrastructure or staffing at government or not-for-profit agencies to support collaborative, cross-system coordination with the purpose of preventing overprescribing, opioid misuse, or opioid overdoses, treating those with OUD and any co-occurring SUD/MH conditions, co-usage, and/or co-addiction, supporting them in treatment or recovery, connecting them to care, or implementing other strategies to abate the opioid epidemic described in this opioid abatement strategy list.
4. Provide resources to staff government oversight and management of opioid abatement programs.

### **K. TRAINING**

In addition to the training referred to in various items above, support training to abate the opioid epidemic through activities, programs, or strategies that may include, but are not limited to, the following:

1. Provide funding for staff training or networking programs and services to improve the capability of government, community, and not-for-profit entities to abate the opioid crisis.

## **EXHIBIT 1 - OPIOID ABATEMENT STRATEGIES, Cont.**

2. Invest in infrastructure and staffing for collaborative cross-system coordination to prevent opioid misuse, prevent overdoses, and treat those with OUD and any co-occurring SUD/MH conditions, co-usage, and/or co-addiction, or implement other strategies to abate the opioid epidemic described in this opioid abatement strategy list (e.g., health care, primary care, pharmacies, PDMPs, etc.).

### **L. RESEARCH**

Support opioid abatement research that may include, but is not limited to, the following:

1. Monitoring, surveillance, and evaluation of programs and strategies described in this opioid abatement strategy list.
2. Research non-opioid treatment of chronic pain.
3. Research on improved service delivery for modalities such as SBIRT that demonstrate promising but mixed results in populations vulnerable to opioid use disorders.
4. Research on innovative supply-side enforcement efforts such as improved detection of mail-based delivery of synthetic opioids.
5. Expanded research on swift/certain/fair models to reduce and deter opioid misuse within criminal justice populations that build upon promising approaches used to address other substances (e.g. Hawaii HOPE and Dakota 24/7).
6. Research on expanded modalities such as prescription methadone that can expand access to MAT.